

## 1. INTRODUCTION

This document (together with any documents herein mentioned) sets forth the terms and conditions governing the use of this website and the purchase of items through such website (hereinafter, the "Terms"). Please read through these Terms, our Cookies Policy and our Privacy Policy (together the "Data Protection Policies") prior to using this website.

By using this website or placing an order through it, you are consenting to be bound by these Terms and our Data Protection Policies. If you do not agree to all of the Terms and the Data Protection Policies, do not use this website. These Terms and the Data Protection Policies may be amended. It is your responsibility to regularly read through them, as the Terms and the Data Protection Policies in force at the time that you use the website or at the time of the formation of the Contract (as defined below) shall be the applicable ones.

The Contract between us to purchase a item (hereinafter, the "Contract") may be executed, at your option, in any of the languages in which the Conditions are available on this website.

## 2. OUR DETAILS

Sale of items through this website is carried out under the ZARA name by FASHION RETAIL, S.A., a Spanish company with registered office at Avda. de la Diputación, Edificio Inditex, 15143 Arteixo (A Coruña) Spain, registered with the Companies Register of A Coruña, on Volume 3.425, General Section, Sheet 49, Page C-47.731, 1st entry, with VAT No. GB 163 3233 33. You may contact our customer service department by calling our freephone number 0800 030 4238, or by filling out the contact form on our website, or by sending an email to [contact.uk@zara.com](mailto:contact.uk@zara.com).

## 3. YOUR DETAILS AND YOUR VISITS TO THIS WEBSITE

The information or personal details that you provide us with shall be processed pursuant to the Data Protection Policies. By using this website you are consenting to the processing of such information and details and you represent that the whole information or details you have provided us with are true and accurate.

## 4. USE OF OUR WEBSITE

By using this website and/or by placing any order through it, you undertake:

1. To use the website exclusively to make legitimate enquiries or orders.
2. Not to make any speculative, false or fraudulent orders. If we are reasonably of the opinion that such an order has been made we shall be entitled to cancel the order and inform the relevant authorities.
3. To provide correct and accurate e-mail, postal and/or other contact details to us and acknowledge that we may use these details to contact you in the event that this should prove necessary (see our Data Protection Policies).

If you do not give us all of the information that we need, we may not be able to complete your order. By placing an order through the website, you warrant that you are at least 18 years old and are legally capable of entering into binding contracts.

## 5. SERVICE AVAILABILITY

Items offered over this website are only available for delivery to the United Kingdom (Mainland only).

#### 6. HOW THE CONTRACT IS FORMED

To place an order, you must follow the online purchasing procedure and click on "Authorise payment". After doing so, you will receive an email confirming receipt of your order (the "Order Confirmation"). You will be informed via email once the order is being sent (the "Shipping Confirmation").

#### 7. AVAILABILITY OF ITEMS

All orders for items are subject to availability and in this regard, in the event of supply difficulties or because items are no longer in stock, we reserve the right to give you information about substitute items of an equal or higher quality and value which you can order. If you do not wish to order the substitute items we will reimburse any monies that you may have paid.

#### 8. REFUSAL OF ORDER

We reserve the right to withdraw any items from this website at any time and/or remove or edit any materials or content on this website. Whilst we will use our reasonable endeavours to process all the orders submitted to us, there may be exceptional circumstances which mean that we may need to refuse to process or accept an order after we have received it or sent you an Order Confirmation, which we reserve the right to do at any time. We will not be liable to you or any other third party by reason of our withdrawing any item from this website, removing or editing any materials or content on this website or for refusing to process or accept an order after we have received it or sent you an Order Confirmation.

#### 9. DELIVERY

Subject to availability (see Clause 7 above), and unless there are any exceptional circumstances, we will endeavour to fulfil your order for item(s) listed in the Shipping Confirmation by the delivery date set out in the Shipping Confirmation or, if no estimated delivery date is specified, then within a maximum of 30 days of the date of the Order Confirmation.

If our supply of the items is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the Contract and receive a refund for any items you have paid for but not received. With regard to the virtual gift card, we will send it on the date indicated by you when you place your order.

Please note however that we do not deliver on Saturdays or Sundays, except in the case of the virtual gift card which will be delivered on the date indicated by you.

By accepting this delivery service you are accepting our delivery personnel or a representative of ZARA into your home and so as to avoid or minimise the risk of damage to your home or any of your possessions, we ask that you remove your possessions or anything that may be damaged and allow our delivery personnel as clear access to your home as possible. Unless caused by our negligence, we will not be held responsible for anything that is not removed to safety where reasonable steps could have been taken to avoid or minimise the risk.

Please ensure that items ordered can fit into your home, the areas for which it is intended or location for delivery. If the item(s) do not so fit, you can still accept delivery or you can return the items, but any return will be at your own cost (see further our Returns Policy).

For the purpose of these Terms "delivery" or "delivered" shall be deemed to have occurred upon you or a third party nominated by you acquiring physical possession of the items, which will be evidenced by the signing for receipt of the items at the agreed delivery address. The virtual gift card shall be deemed to be delivered in accordance with the Terms and Conditions of the Gift Card, and in all cases on the delivery date of the virtual card to the e-mail address indicated by you.

#### 10. UNABLE TO DELIVER

If we are unable to deliver, your item(s) will be returned to our depot. We will leave a note explaining where your parcel is and how you can rearrange delivery. If you are not at the delivery location at the time agreed, please contact us again to rearrange delivery for another mutually convenient day.

If after 15 days from the date your order is available for delivery, the order could not be delivered for reasons not attributable to us, we shall assume that you wish to cancel the Contract and it will be terminated. As a result of the termination of the Contract, we will return to you all payments received from you, including delivery charge (except for any additional costs resulting from your choice of any delivery method other than the ordinary delivery method that we offer) without any undue delay, and at any rate, within 14 days of the date on which this Contract has been terminated.

Please keep in mind that transport derived from the termination of the Contract may have an additional cost which we will be entitled to pass on to you.

This clause shall not apply to the virtual gift card for which the delivery shall be governed by the Terms and Conditions of the Gift Card and clause 9 above.

#### 11. INSTANT DELIVERY

If you have chosen the delivery at store option, we may subsequently notify you that our "Instant Delivery" service is available for the items in your order, but as this is subject to stock availability and other factors, it cannot be chosen by you when you place your order. If we have notified you that "Instant Delivery" is available, your order will be available to be picked up by you from that store before the estimated delivery dates that are stated in the purchase guide section of our website.

Once your "Instant Delivery" order has been prepared, we will contact you to let you know that it is ready to be picked up. You can pick up the order either in person (by presenting the order number and a proof of identity) or you can appoint someone else to pick up the order on your behalf. In this case, the appointed person must present the order number and proof of his or her identity.

Sale of items via the "Instant Delivery" service are carried out by ZARA UK Limited, a British company with registered office at Lumina House, 89 New Bond Street, London W1S 1DA, United Kingdom registered with number 2245999, with VAT No. GB 649927871.

The terms of this Clause 11 (together with the rest of these terms and conditions) will apply to you if you make a purchase via the "Instant Delivery" service, and will be subject to any other applicable regulations.

#### 12. RISK AND TITLE

The Items will be at your risk from the time of delivery.

Ownership of the items will only pass to you when we receive full payment of all sums due in respect of the items, including delivery charges, or upon delivery (as defined in Clause 9), whichever is the later.

#### 13. PRICE AND PAYMENT

The price of any items will be as stipulated on our website from time to time, except in cases of obvious error. While we try to ensure that all prices on the website are accurate, errors may occur. If we discover an error in the price of items you have ordered, we will inform you as soon as possible and give you the option of reconfirming the order at the correct price or cancelling it. If we are unable to contact you, the order will be treated as cancelled and if you have already paid for the items you will receive a full refund. We are under no obligation to provide the item(s) to you at the incorrect (lower) price (even after we have sent you a Shipping Confirmation) if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as an incorrect price.

The prices on the website include VAT but exclude delivery costs, which will be added to the total amount due as set out in our Shopping Guide. Prices are liable to change at any time, but (other than as set out above) changes will not affect orders in respect of which we have already sent you an Order Confirmation. Therefore, except as provided above, price adjustments on previous orders are not permitted.

Once you have finished shopping all the items you wish to purchase are added to your basket and your next step will be to go to the checkout process and make payment. To do this, you must follow the steps of the purchase process, completing or verifying the information requested in each step. Throughout the purchase process, before payment, you can modify the details of your order. There is a detailed description of the purchase process in the Shopping Guide. Also, if you are a registered user, a record of all the orders placed by you is available in the "My Account" area.

Payment can be made by Visa, Mastercard, American Express card and Apple Pay (only for iPhone or iPad APP). You can also pay all or part of the price of your order with a Zara gift card or credit voucher card for the United Kingdom issued by ZARA UK Limited or by Fashion Retail, S.A. If you have placed an order through one of the electronic devices that are available in certain ZARA stores in the United Kingdom for this purpose, you may be given the option to pay for your order at the till, and in which case, your payment can be made by any of the means of payment available in those stores.

To minimise the possibility of unauthorised access, your credit card details will be encrypted. By clicking "Authorise payment" you are confirming that the credit card is yours or that you are the legitimate holder of the gift card or the credit voucher card. Credit cards are subject to validation checks and authorisation by your card issuer but if your card issuer fails to authorise payment to us, we will not be liable for any delay or non-delivery and may not be able to form a Contract with you.

#### 14. BUYING ITEMS AS A GUEST

The functionality of buying items as a guest is also available on the website. Under this type of purchase, only such data which are essential to process your order will be requested from you. Upon completion of the purchase process, you will be offered the possibility of registering as a user or continue as a non-registered user.

#### 15. VALUE ADDED TAX

Pursuant to the prevailing rules and regulations in force, all purchases done through the web site are subject to the Value Added Tax (VAT), except for those to be supplied directly to customers the Canary Islands, Ceuta and Melilla. In this regard and pursuant to Chapter I of Title V of Council Directive 2006/112/EC of 28 November 2006, on the common system of value added tax, the place of supply shall be deemed to be within the Member State of the address where items shall be delivered, and applicable

VAT shall be at the prevailing rate in each Member State where items are to be supplied as per the orders placed.

Pursuant to the applicable rules and regulations in each jurisdiction, the rule of the "reverse charge" (article 194 of Directive 2006/112) may apply to items supplied in certain Member States of the European Union if the customer is or is required to be a taxable person for VAT purposes. If this is the case, no VAT would be charged by us, subject to the confirmation by the recipient that the VAT on the items supplied would be accounted for by the customer under the reverse charge procedure. As regards orders to be supplied in the Canary Islands and Ceuta and Melilla, they would be VAT exempt as provided under article 146 of the above referred Directive, subject to the application of the relevant taxes and custom duties pursuant to the prevailing rules and regulations.

## 16. RETURNS POLICY

### 16.1 Statutory right to cancel your purchase

#### *Right to cancel*

If you are contracting as a consumer, you have the right to cancel the Contract, within 14 days, without giving any reason (except for Contracts for those items mentioned in clause 16.3 below, for which the right to cancel is excluded).

The cancellation period will expire after 14 days from the day on which you, or a third party nominated by you (other than the carrier), takes physical possession of the items, or in case of multiple items in one order delivered separately, after 14 days from the day on which you, or a third party nominated by you (other than the carrier), takes physical possession of the last item.

To exercise this cancellation right, you must notify us of your decision to cancel the Contract by making a clear statement to us that you wish to cancel the Contract. You may notify us by phoning us on 0800 030 4238 or by sending us an email to [contact.uk@zara.com](mailto:contact.uk@zara.com). You may use the model cancellation form as set out in the Annex to these Terms, although it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of this cancellation right before the cancellation period has expired.

#### *Effects of cancellation*

If you cancel the Contract, save as otherwise set out in Clause 16.3 we will reimburse to you all payments received from you, including the costs of delivery (except for the additional costs of delivery where you have chosen a type of delivery other than the least expensive type of standard delivery offered by us).

Reimbursement will be without undue delay and in any event not later than (a) 14 days from the day we have received back from you any items supplied, or (b) (if earlier) 14 days after the day you provide evidence that you have returned the items.

We will make the reimbursement using the same means of payment as you used for the initial transaction; in any event, you will not incur any fees as a result of such reimbursement.

We may withhold reimbursement until we have received the items back or you have supplied evidence of having sent back the items, whichever is the earlier.

You can return the items to us at any ZARA store in the United Kingdom without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation of the Contract to us. The deadline is met if you send back or return the items before this 14-day period has expired.

Unless you return the items to a ZARA store in the United Kingdom, or by Courier arranged by us, or by dropping off the item at a Post Office using a returns-paid label that we send to you upon your request, you shall bear the cost of returning the items to us.

You are only liable for any diminished value of the items resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the items.

## 16.2 Contractual right to cancel your purchase

In addition to the statutory right of cancellation of consumers referred to in Clause 16.1 above, we grant you (whether or not you are a consumer) a 30 day period, beginning on the Shipping Confirmation, to return items to us without giving any reason (except for those items referred to in Clause 16.3 below, regarding which the cancellation right is exempted). Return of gift cards shall be governed by the Terms and Conditions of the Gift Card. In the event of any return under this contractual right, save as otherwise set out in Clause 16.3 you will be refunded the price paid for the returned items only - delivery and other costs will not be refunded. Direct costs incurred in the return of such items will be borne by you when the return is not carried out in a ZARA store in the United Kingdom, or by Courier arranged by us, or by dropping off the item at a Post Office using a returns-paid label that we send to you upon your request.

You may exercise your contractual right of withdrawal in accordance with the provision of clause 16.1 above, however, you should inform us about your intention of withdrawing from the Contract after the statutory term for withdrawal, you shall, in any case, hand the items over to us within the 30 day term as from the Shopping Confirmation.

Reimbursement will be without undue delay, and in any event not later than 14 days from the day we have received back from you any items supplied.

We will reimburse you using the same means of payment as you used for the initial transaction.

This contractual cancellation right does not affect your statutory cancellation rights.

## 16.3 Common provisions (applicable to both the statutory and contractual cancellation rights)

You shall not have the right to cancel the Contract when it is for the delivery of any of the following items:

1. Items that have been made to your specifications or clearly personalised.
2. Sealed audio recordings, sealed video recordings or sealed computer software, once they are unsealed/unwrapped after you have received them
3. Sealed items that are not suitable for return for health protection and hygiene reasons, and that have been unsealed after delivery.

Upon delivery, you may handle the items to establish their nature, characteristics and functioning. Acceptable handling of the items is that which would reasonably be allowed in a shop. If your handling goes beyond what is acceptable and the items are damaged or diminished in value, we may deduct from

the amount we reimburse to you, or you may be liable to us for, an amount equal to the diminished value of the items.

Please return the items using or including all their original packaging, instructions, and other documents, if any, accompanying the items.

You may return any item at any ZARA store in the country where your item was delivered, by Courier arranged by us or by dropping off the item at a Post Office in accordance with the terms below:

a) Returns at any ZARA store

You may return any item at any ZARA store in the country where your item was delivered which has the same section to which the items you wish to return belong to. In such case, you should go to such store and present, as well as the item, the e-ticket that was attached to the Shipping Confirmation, which is also saved under your account on our website, and on the Zara mobile app. You can present the e-ticket either by showing it in digital form on your mobile phone, or by bringing to the store a print-out of the e-ticket.

b) Returns by Courier

You may return any item by Courier arranged by us. In order to do this you should contact us through the contact form on our website, or by email at [contact.uk@zara.com](mailto:contact.uk@zara.com), or by calling 0800 030 4238 to arrange for the item to be collected at your home. You should send the item in the same package received by following the directions on the "RETURNS" section of this website. If you have bought any items as a guest, you may request returns by Courier by phone, by calling 0800 030 4238.

c) Returns to Post Office

You may return any item by dropping it off at your local Post Office. In order to do this, you should contact us through the contact form on our website, or by email at [contact.uk@zara.com](mailto:contact.uk@zara.com), or by calling 0800 030 4238, to arrange for us to send you a pre-paid postage label for you to be able to attach to the parcel and drop your parcel off at your local Post Office. You should send the item in the same package as it was received, and follow the directions on the "RETURNS" section of this website.

None of the above options will entail any additional cost to you.

If you do not wish to use any of the free return methods available, you will be responsible for the return costs. Please bear in mind that if you wish to return the items to us freight collect/cash on delivery, we may charge you any costs incurred in such return.

Please note that in respect of orders that were originally placed through an electronic device in a ZARA store in the United Kingdom and that were paid for at the till of that store, returns can only take place in any ZARA store of the United Kingdom, and not via courier.

After examining the items, we will inform you of whether you have the right to reimbursement of the amounts paid. Delivery costs will be reimbursed when the right of withdrawal is exercised within the statutory period and all the items which the relevant parcel consisted of are returned. The refund will be paid as soon as possible and, in all cases, within 14 days from the date on which you notified us of your intention to cancel. Notwithstanding this, we may withhold the reimbursement until we have received the items back, or until you have supplied sufficient evidence of having sent back the items, whichever is the earliest. The refund will always be paid using the same payment means you used to pay for your purchase.

You are responsible for the cost and risk of returning the items to us, as indicated above.

If you have any questions, you can contact us on the contact form on our website or by emailing [contact.uk@zara.com](mailto:contact.uk@zara.com), or by calling 0800 030 4238.

#### 16.4 Returns of defective items

In addition to your statutory rights in relation to defective items, we offer the following contractual right in respect of defective items.

In circumstances where you consider that the item does not conform with the Contract at the time of delivery, you should promptly contact us via the contact form on our website with details of the item and its damage, or you can contact us by calling 0800 030 4238 or emailing [contact.uk@zara.com](mailto:contact.uk@zara.com). You should return the item to us at the address indicated on the returns label that you will receive if you so request from us, or to a ZARA store in the country of delivery. We are entitled to ask for proof of purchase, which could be a copy of the e-ticket attached to the Shipping Confirmation. We will fully examine the returned item and will notify you of your right to a replacement or refund (if any) via e-mail within a reasonable period of time. We will usually process the refund or replacement as soon as possible and, in any case, within 14 days of the day we confirmed to you via e-mail that you are entitled to a refund or replacement of the defective item. Items returned by you because of a defect, where one exists, will be refunded in full, including a refund of the delivery charges for sending the item to you and the cost incurred by you in returning the item to us. We will always refund any money received from you to the credit card originally used by you to pay for your purchase. This clause does not affect your statutory rights.

#### 17. LIABILITY AND DISCLAIMERS

Nothing in these Terms shall exclude or limit in any way our liability:

1. For death or personal injury caused by our negligence;
2. For fraud or fraudulent misrepresentation; or
3. For any matter for which it would be illegal or unlawful for us to exclude or limit, or attempt to exclude or limit, our liability.

We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking the Contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

We are not liable for business losses. We only supply the items for domestic and private use. If you use the items for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Due to the open nature of this website and the potential for errors in the storage and transmission of digital information, we do not warrant the accuracy and security of information transmitted to or obtained from this website unless otherwise expressly set out on this website.



We have a legal duty to supply items to you that are in conformity with the Contract, however, without affecting that duty and to the fullest extent permitted by law, all item descriptions, information and materials posted on this website are provided "as is" and without warranties express, implied or otherwise howsoever arising. Where you are contracting as a consumer, in line with our obligations at law, we will be responsible for delivering items to you that: (i) comply with the description given by us and possess the qualities that we have presented in this website, (ii) are fit for the purposes for which items of their kind are normally used and (iii) show the quality and performance which are normal in items of the same type and can which can reasonably be expected.

We warrant to you that any item purchased from us through this website is of satisfactory quality and reasonably fit for all of the purposes for which items of the kind are commonly supplied. To the fullest extent permissible pursuant to law, but without excluding anything that may not lawfully be excluded in the case of consumers, we disclaim all other warranties of any kind, whether express or implied, in relation to the items available on this website. Items (including handicraft items) sold by us will often contain the natural characteristics of the materials used in the manufacture of the completed item. Natural characteristics such as grain, texture, knots and colour variation should not be classed as faults or defects. Inconsistencies in these natural characteristics should be expected and appreciated. We select only items of the highest quality but natural characteristics are inevitable and should be accepted as part of the individual appearance of the item. Nothing in this Clause will affect your statutory rights as a consumer, or your Contract cancellation rights.

#### 18. INTELLECTUAL PROPERTY

You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all material or content supplied as part of the website shall remain at all times vested in us or our licensors. You are permitted to use this material only as expressly authorised by us or our licensors. This does not prevent you using this website to the extent necessary to make a copy of any order or Contract details.

#### 19. VIRUSES, HACKERING AND OTHER CYBERCRIMES

You may not misuse this website by knowingly introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful. You will not attempt to have any unauthorized access to this website, to the server which hosts this site or to any other server, computer or data base related to our website. You undertake not to attack this website via a denial of service attack or a distributed denial of service attack. By breaching this provision you may commit a criminal offence under the applicable regulations. We will report any such breach to the relevant law enforcement authority and we will co-operate with the appropriate authority to disclose the identity of the hacker. Likewise, in the event of such a breach, your right to use this website will cease immediately We accept no liability for any loss or damage resulting from any denial of service attack, virus or any other software or material which is malicious or technologically harmful to your computer, equipment, data or material resulting from the use of this website or from the downloading of the contents thereof or of such contents to which this website redirects.

#### 20. LINKS FROM OUR WEBSITE

We may have links from our website to other third party websites and materials; such links are provided exclusively for information purposes and we do not have any control whatsoever over the contents of such websites or materials. Accordingly, we accept no liability whatsoever for any loss or damage which may arise from the use of such links.

## 21. WRITTEN COMMUNICATIONS

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

## 22. NOTICES

All notices given by you to us should be given to us via the contact form on our website, or by email to [contact.uk@zara.com](mailto:contact.uk@zara.com). Subject to and as otherwise specified in Clause 21 we may give notice to you at either the e-mail or postal address you provide to us when placing an order. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail that such e-mail was sent to the specified e-mail address of the addressee.

## 23. TRANSFER OF RIGHTS AND OBLIGATIONS

The Contract between you and us is binding on you and us and on our respective successors and assigns. You may not transfer, assign, charge or otherwise dispose of the Contract, or any of your rights or obligations arising under it (aside from our guarantee), without our prior written consent.

However, you may transfer our guarantee at clause 16.4 to a person who has acquired the item. We may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the relevant item, for example by providing proof of purchase or producing a letter or chain of letters from the original Purchaser and subsequent Purchasers (where appropriate) transferring the benefit of the guarantee to the new owner of the item in question.

We may transfer, assign, charge, sub-contract or otherwise dispose of the Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract. For the avoidance of doubt, any such transfer, assignment, charge or other disposition will not affect your statutory rights as a consumer or your rights under the Contract or cancel, reduce or otherwise limit any warranty or guarantee which may have been provided by us to you, whether express or implied.

## 24. EVENTS OUTSIDE OUR CONTROL

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by events outside our reasonable control.

An event outside our control includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

1. Strikes, lock-outs or other industrial action.
2. Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
3. Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.

4. Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
5. Impossibility of the use of public or private telecommunications networks.
6. The acts, decrees, legislation, regulations or restrictions of any government.
7. Any shipping, postal or other relevant transport strike, failure or accidents.

Our performance under any Contract is deemed to be suspended for the period that any event outside our control continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the event outside our control to a close or to find a solution by which our obligations under the Contract may be performed despite the event outside our control.

## 25. WAIVER

If we fail, at any time during the term of the Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by us of any default shall not constitute a waiver of any subsequent default arising from the Contract or the Terms. No waiver by us of any of these Terms shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with the paragraph on Notices above.

## 26. SEVERABILITY

If any of these Terms or any provisions of the Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

## 27. OUR RIGHT TO VARY THESE TERMS

We have the right to revise and amend these Terms from time to time. You will be subject to the policies and Terms in force at the time that you use this website or order items from us, unless any change to those policies, Terms or Privacy Statement is required to be made by law or governmental authority, in which case, any potential changes will also apply to orders previously placed by you.

## 28. LAW AND JURISDICTION

The use of our website and the Contracts for the purchase of items through such website will be governed by English law. Any dispute arising from, or related to the use of the website or to such Contracts shall be subject to the non-exclusive jurisdiction of the English courts. If you are contracting as a consumer, nothing in this Clause will affect your statutory rights as such. If you live in Scotland you can bring legal proceedings in respect of the items in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the items in either the Northern Irish or the English courts

## 29. FEEDBACK

We welcome your comments and feedback. Please send all feedback and comments to us via our contact form on our website, or at the e-mail address [contact.uk@zara.com](mailto:contact.uk@zara.com)

If you as a buyer consider your rights have been breached, you can address your complaints to us via the email address [contact.uk@zara.com](mailto:contact.uk@zara.com) in order to seek an out-of-court settlement.

In this regard, if the purchase from us was concluded online through our website, we, in line with EU Regulation No. 524/2013, hereby inform you that you are entitled to seek to settle the consumer dispute with us out-of court, through the platform for the online dispute resolution accessible through the Internet address <http://ec.europa.eu/consumers/odr/>.

Last updated on 12 August 2016

ANNEX

Model cancellation form

(complete and return this form only if you wish to cancel the contract)

To Fashion Retail, S.A., operating under the trading name ZARA, by email to [contact.uk@zara.com](mailto:contact.uk@zara.com)

I hereby give notice that I cancel my contract of sale of the following items:

*[customer to insert description of items]*

Ordered on/received on (\*)

Name of consumer

Address of consumer

Signature of consumer (only if this form is notified on paper)

Date

(\*) Delete as appropriate